

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6-18-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval

of the Contract Agreement between Monroe County and Blue Water Marine Services, Inc. for Emergency Removal of a 28" x 70' tree off of Key Largo.

ITEM BACKGROUND: The Marine Resources Department received numerous complaints from area residents concerning this tree posing a threat to navigation and the general public. Blue Water Marine Services Inc. was available to remove and dispose of immediately for \$900.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$900.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: M10

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Blue Water Marine Services, Inc. Contract # _____
Effective Date: _____

Expiration Date: _____

Contract Purpose/Description:

Emergency removal of a large tree off of Key Largo.

Contract Manager: Kim McGee 3911 Marine Resources
(Name) (Ext.) (Department/Stop #)

Marine Projects Section #9

for BOCC meeting on 6-18-03

Agenda Deadline: 6-3-03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 900.00 Current Year Portion: \$ 900.00

Budgeted? Yes ☒ No ☐ Account Codes: 157- 62602 530- 340-

Grant: \$ BIF _____

County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/03/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/30/03</u>
Risk Management	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>5/30/03</u>
O.M.B./Purchasing	<u>5/30/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/30/03</u>
County Attorney	<u>5/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-29-03</u>

Comments: _____

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, **Blue Water Marine Services, Inc.** ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the materials for the removal and disposal of a 28" x 70' tree located in a Port Largo Canal off of Key Largo, Monroe County.

Photos are attached as Exhibit A.

2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by June 30, 2003.

3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project.

4. The Board shall pay the Contractor the total sum of \$900.00 for the removal and disposal of the tree. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.

5. The attached Photos and Insurance Requirements together with this Agreement form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees)

which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate agencies, and the County.

8 . The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor also agrees to provide photos of all phases of the project along with dump receipts, and a letter verifying project completion. The Contractor will be responsible for the camera, film, and development costs.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit B identified as General Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception or the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of

Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the
day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mayor/Chairman

Witness: B. McFee

Business Name: Blue Water Marine Services, Inc.

Witness: Danny Dwyer

By: Timothy Smith

Title: Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOLFE
DATE 5-29-03

EXHIBIT A

